

DeSoto County, Mississippi

STATE MS.-DE SOTO CO.  
FILED

MAY 21 4 52 PM '01

**PREPARED BY AND RETURN TO:**

Anne B. Mathes, Esq.  
Baker, Donelson, Bearman & Caldwell  
165 Madison Avenue, Suite 2000  
Memphis, Tennessee 38103

BK 1329 PG 528  
WELLS FARGO BANK, N.A.**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of February 8, 2001, by and between **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association with its principal office in Memphis, Tennessee, as assignor ("FTB"), and **CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with its principal office in Pittsburgh, Pennsylvania, as assignee ("Chase").

FTB currently serves as corporate trustee for the holders of those bonds described more fully on **Exhibit "A"** attached hereto (the "Bonds").

FTB and Chase have entered into an Instrument of Assignment and Assumption dated as of February 8, 2001 (the "Instrument") pursuant to which FTB has assigned all of its right, title and interest as trustee for the holders of the Bonds to Chase, and Chase has assumed the role of Trustee under the respective indentures pursuant to which the Bonds were issued.

The parties hereto wish to more fully provide for the absolute assignment from FTB to Chase of all its right, title and interest as Trustee under certain recorded instruments relating to the Bonds listed on **Exhibit "B"** attached hereto (the "Instruments"), and for the assumption by Chase of FTB's duties, if any, thereunder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained and good and valuable consideration:

1. FTB hereby sells, assigns and transfers absolutely to Chase all of its right, title and interest in and under the Instruments listed on **Exhibit "B"** attached hereto which is incorporated herein.
2. Chase hereby assumes all duties and obligations, if any, of FTB as Trustee under the Instruments.
3. Attached as **Exhibit "C"** is the Agreement by which Chase was appointed successor to FTB with respect to Mississippi Business Finance Corporation Taxable Industrial Development Revenue Bonds, Series 1999 (Hewson/DeSoto Partners, LLC Project) dated 11/15/99, the recordation of which is required by the Indenture of Trust governing such Bonds.

STATE MS.-DE SOTO CO.  
FILED

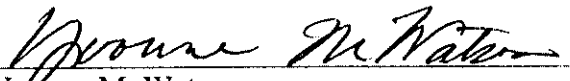
MAY 21 4 52 PM '01

**INDEXING INSTRUCTIONS:**

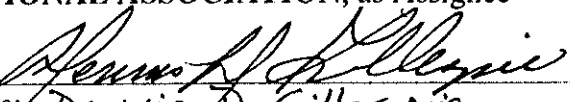
Part of the NE ¼ of the NE ¼ and Part of the NW ¼ of the NE ¼ of  
S25, T1S, R6W, DeSoto County, MS and Part of the SW ¼ of the SE ¼  
and Part of the SE ¼ of the SE ¼ of S24, T1S, R6W, DeSoto County, MS.

IN WITNESS WHEREOF, FTB and Chase have caused this Agreement to be duly executed in their names by their duly authorized officers, all as of the date first above written.

**FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION, as Assignor**

By:   
Yvonne M. Watson,  
Sr. Vice President/Manager, Corporate Trust Services

**CHASE MANHATTAN TRUST COMPANY,  
NATIONAL ASSOCIATION, as Assignee**

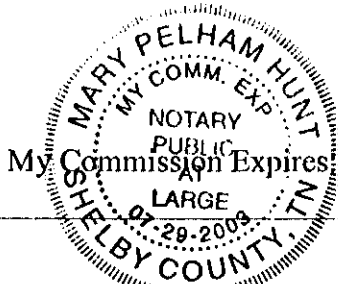
By:   
Name: Dennis D. Gillespie  
Title: Vice President

## STATE OF TENNESSEE

## COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21<sup>st</sup> day of March, 2001, within my jurisdiction, the within named Yvonne M. Watson, who acknowledged that she is Vice President of First Tennessee Bank National Association, a national banking association, and that for and on behalf of the said national banking association, and as its act and deed she executed the above and foregoing instrument, after having been duly authorized by said national banking association so to do.

WITNESS my hand and seal at office, on this 21<sup>st</sup> day of March, 2001.



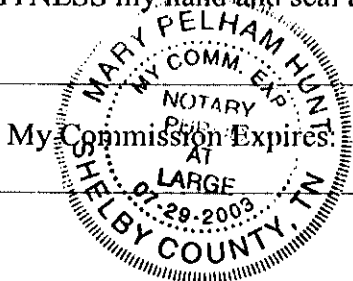
Mary Pelham Hunt  
Signature of Notary Public

## STATE OF TENNESSEE

## COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21<sup>st</sup> day of March, 2001, within my jurisdiction, the within named Dennis D. Gillespie, who acknowledged that he/she is Vice President of Chase Manhattan Trust Company, National Association, a national banking association, and that for and on behalf of the said national banking association, and as its act and deed she executed the above and foregoing instrument, after having been duly authorized by said national banking association so to do.

WITNESS my hand and seal at office, on this 21<sup>st</sup> day of March, 2001.



Mary Pelham Hunt  
Signature of Notary Public

EXHIBIT "A"

DeSoto County, Mississippi Bond Issues with Recorded Documents

1. Mississippi Business Finance Corporation Taxable Industrial Development Revenue Bonds, Series 1999 (Hewson/DeSoto Partners, LLC Project) dated 11/15/99 (8005458).

## EXHIBIT "B"

Recorded Instruments Subject to Assignment and Assumption Agreement

All documents are recorded in the Chancery Clerk's Office of DeSoto County, Mississippi

1. Hewson/DeSoto, Phase II, Series 1999

All of FTB's rights in and to the following:

- (a) Lease Agreement dated as of November 15, 1999, filed for record on December 22, 1999, at 2:47 o'clock p.m. in Book 83, Page 518.
- (b) Deed of Trust and Security Agreement dated as of November 15, 1999, filed for record on December 22, 1999, at 2:51 o'clock p.m. in Book 1175, Page 254, as assigned by Assignment of Deed of Trust and Security Agreement and Assignment of Rents, Leases and Profits, recorded December 22, 1999, at 2:57 o'clock p.m. in Book 1175, Page 0263.
- (c) Assignment of Rents, Leases and Profits filed for record on December 22, 1999 in Book 83, Page 630.
- (d) Tenant Estoppel, Subordination, Non-Disturbance and Attornment Agreement, dated as of November 15, 1999, filed for record on December 22, 1999, at 2:49 o'clock p.m. in Book 83, Page 615.
- (e) Assignment of Loan Agreement and Promissory Note recorded December 22, 1999, at 2:56 o'clock p.m. in Book 83, Page 720.
- (f) Assignment of Lease Agreement and Lease Guaranty, dated as of December 21, 1999, in Book 83, Page 711.

PBook 90 Pg 37

BK1329PG0533

Exhibit "C"

See attached Agreement

**AGREEMENT**

**AGREEMENT** made as of January 22, 2001, by and among Mississippi Business Finance Corporation (the "Appointing Party"), Chase Manhattan Trust Company, National Association ("Chase"), and First Tennessee Bank National Association ("First Tennessee").

**WITNESSETH:**

**WHEREAS**, First Tennessee currently is serving in one or more of the following capacities: trustee, registrar, paying agent, authenticating agent, escrow trustee, escrow agent, depository, custodian or in other agency or similar capacities (which capacities are collectively referred to herein as "service provider" or "successor service provider," as indicated), under the instrument or instruments which govern the foregoing relationships, which instrument(s) may have been amended or supplemented (the "Governing Instrument"), relating to Mississippi Business Finance Corporation Taxable Industrial Development Revenue Bonds, Series 1999 (Hewson/DeSoto Partners, LLC Project) Account Number 8005458;

**WHEREAS**, First Tennessee wishes to resign as service provider and Appointing Party wishes to appoint Chase as successor service provider under the Governing Instrument; and

**WHEREAS**, Chase has agreed to assume the responsibilities of successor service provider under the Governing Instrument.

**NOW, THEREFORE**, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties do declare and agree as follows:

1. First Tennessee has given notice, of even date herewith, of its resignation as service provider under the Governing Instrument effective 30 days from the date hereof (the "Effective Date").

2. The Appointing Party hereby acknowledges and accepts First Tennessee's resignation as service provider and appoints, in the interim and subject to bondholder action to appoint another successor service provider pursuant to the Governing Instrument, Chase as successor service provider, all effective as of the Effective Date. The Appointing Party waives any and all other requirements pertaining to First Tennessee's notice of resignation to Appointing Party which may be contained in or arise under the Governing Instrument or which may be prescribed by applicable law.

3. Chase hereby accepts its appointment as successor service provider under the Governing Instrument effective as of the Effective Date.

4. Effective as of the Effective Date, First Tennessee hereby (a) transfers, conveys, assigns, grants, releases and sets over to Chase (i) all the trust estate and title thereto and (ii) all properties, rights, powers and trusts of First Tennessee under the Governing Instrument, and (b) pays over, assigns, and delivers to Chase all securities and moneys held as service provider under the Governing Instrument.

5. This agreement may be executed in any number of counterparts, each of which shall be an original, provided that all parts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

ATTEST:

MISSISSIPPI BUSINESS FINANCE  
CORPORATION

[Signature]  
Title: Secretary

By: [Signature]  
Its: Executive Director

ATTEST:

CHASE MANHATTAN TRUST COMPANY,  
NATIONAL ASSOCIATION, as successor  
service provider

\_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Its: Authorized Signer

ATTEST:

FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION, as service provider

\_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Its: Authorized Signer